

ACCOUNT NUMBER _____

GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act
for utility easements serving the subject property only.)

* * * * *

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board hereby grants to _____, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: _____, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from _____ to the Veterans Land Board and recorded in Vol. _____, Page _____, of the Deed Records of _____ County, Texas, to which reference is made for a full and complete description. Said right-of-way being _____ feet wide, being _____ feet over and on each side of the center line thereof, said centerline to be agreed upon by the grantee herein. In no event shall this easement be used as an increment to proved service to property outside the boundaries of the above referenced tract.

GRANTOR AND GRANTEE AGREE TO RELEASE FROM ALL LIABILITY AND CLAIMS AND HOLD HARMLESS, THE CHAIRMAN, MEMBERS AND EMPLOYEES OF THE VETERANS LAND BOARD FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE FAILURE TO SPECIFICALLY LOCATE THE RIGHT-OF-WAY BY COURSES BY AND DISTANCES.

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ _____; such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The Grantee agrees to occupy the land to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said

line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was in before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none, indicated so. If necessary, reference and attach exhibit.)

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

(Veteran-Purchaser)

(Spouse)

APPROVED THIS _____ DAY OF _____, _____.

PAUL E MOORE

EXECUTIVE SECRETARY

APPROVED AS TO CONTENTS:

VETERANS LAND BOARD OF THE STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day ____/____/____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day ____/____/____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:

Notary Public in and for the State of Texas

Last updated on 1 May, 2007 .